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1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF OKLAHOMA
3
4 JONATHAN RIVERA-PIEROLA,)
5 Plaintiff,)
6 -vs-) No. 5:21-cv-00616-PRW
7 BOARD OF REGENTS FOR THE)
8 OKLAHOMA AGRICULTURAL AND)
9 MECHANICAL COLLEGES; STATE)
OKLAHOMA ex rel. OKLAHOMA)
STATE UNIVERSITY; and ST.)
MATTHEWS UNIVERSITY, INC.,)
Defendants.)

CERTIFIED COPY

13 DEPOSITION OF JONATHAN RIVERA-PIEROLA

14

TAKEN ON BEHALF OF THE DEFENDANTS

16 IN OKLAHOMA CITY, OKLAHOMA

ON APPROX. 36 3033

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RECORDED BY: LINDSEY S. CRIBBLE, CSR #102, RIA

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1 APPEARANCES

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1 S T I P U L A T I O N S

2 IT IS HEREBY STIPULATED AND AGREED BY and
3 between the parties hereto, through their respective
4 attorneys, that the deposition of JONATHAN
5 RIVERA-PIEROLA may be taken on behalf of the
6 Defendants on April 26, 2023, in Oklahoma City,
7 Oklahoma, by Elizabeth J. Campbell, a Certified
8 Shorthand Reporter for the State of Oklahoma,
9 pursuant to Notice and Agreement and in accordance
10 with the Federal Rules of Civil Procedure.

11 IT IS FURTHER STIPULATED AND AGREED BY and
12 between the parties hereto, through their respective
13 attorneys, that all objections, except as to the
14 form of the question and responsiveness of the
15 answer, are reserved until the time of trial, at
16 which time they may be made with the same force and
17 effect as if made at the time of the taking of this
18 deposition.

19 * * * * *

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1 JONATHAN RIVERA-PIEROLA,
2 being first duly sworn, deposes and says in reply to
3 the questions propounded as follows

4 * * * * *

5 (Proceedings commenced at 9:58)

6 DIRECT EXAMINATION

7 BY MR. PRATT:

8 Q Will you state your full name for the
9 record.

10 A Sure. My full name is Jonathan Andrew
11 Rivera-Pierola.

12 Q What would you prefer I call you as we talk
13 to each other today? I would normally call you
14 Mr. Rivera-Pierola.

15 A Sure.

16 Q Or I can call you Jon or Jonathan, whatever
17 you prefer.

18 A Jonathan is fine.

19 Q Okay. My name is Clint Pratt. I'm
20 Associate General Counsel for the Board of Regents. I
21 represent the Board and I represent the institutions
22 that the Board governs. In this case that's Oklahoma
23 State University.

24 A Okay.

25 Q Have you ever been deposed before?

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1 know, so. But it was the same structure like they
2 would do in the U.S.

3 Q When you applied to St. Matthew's, did you
4 know at that time which university stateside were
5 affiliated with its veterinary program?

6 A I did. When I looked at their website and
7 everything, I did see the list, yes, of the clinical
8 schools.

9 Q Do you recall how many schools were on that
10 list?

11 A I don't recall off the top of my head the
12 number of schools. I just know a few of them, that
13 came out of my head.

14 Q Would it have been more or less than 10?

15 A I would say it would be less than 10, yeah,
16 at the time.

17 Q More than five?

18 A More than five, yes.

19 Q Do you recall any of the schools that were
20 on that list?

21 A I do, yes.

22 Q I know you mentioned that you don't recall
23 them all but whichever ones you do recall, can you
24 tell me who those were?

25 A Sure. University of Illinois

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1 Urbana-Champaign, Oklahoma State University,
2 Mississippi State University, Purdue University, North
3 Carolina State University. I'm trying to remember.
4 University of Minnesota, Washington State University.
5 Let's see. Those are the ones I remember off the top
6 of my head, seven.

7 Q If I recall correctly, of the schools you
8 just listed, at some time during your attempts to
9 apply to schools stateside, you had applied to one of
10 those previously which was the University of Illinois?

11 A Uh-huh.

12 Q Is that correct?

13 A Yes.

14 Q Were there any others that I missed? Did
15 you apply to Mississippi State?

16 A Yes, I did.

17 Q Okay. So two?

18 A Yes.

19 Q So two of those?

20 A Yes.

21 Q Do you have any say as a student at
22 St. Matthew's as to which affiliate institution you
23 will attend should you complete the didactic portion
24 of the program?

25 A In regards to that, by six semester we chose

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1 Even with the orientation involvement, they
2 didn't explain that it crashed often. And it crashed
3 very often. It was very frustrating for students.
4 But when we did those extra little steps, it was
5 tolerable.

6 But the reason I didn't add those in the
7 allegations was is that I accepted my grade because I
8 felt it was my fault for not telling the clinicians of
9 what I was going through with my -- with my father
10 with the accident and everything and that's something
11 I should have been responsible and said beforehand and
12 I agree with that.

13 Q We've talked about what your understanding
14 of your claims in the case are?

15 A Yes.

16 Q Okay. Again, I'm not going to ask you to
17 apply legal analysis to any of this.

18 A Sure.

19 Q But I want to point out that from the legal
20 standpoint there's a singular cause of action against
21 Oklahoma State in this case that is for a breach of
22 contract.

23 Do you understand that?

24 A Yes, I do.

25 Q Okay. And the specifics of that claim in

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1 terms of what it is titled in the complaint are breach
2 of contract and the duty of good faith and fair
3 dealing against the Board of Regents for the Oklahoma
4 Agricultural and Mechanical Colleges, State of
5 Oklahoma, Oklahoma State University and St. Matthew's.

6 Okay?

7 A Right. Correct.

8 Q So that is the cause of action you have
9 against Oklahoma State that we breached contract with
10 you?

11 A That's right.

12 Q And that we breached the duty of good faith
13 and fair dealing?

14 A That's correct.

15 Q Now that I've structured it in that way, how
16 would you say that Oklahoma State has breached its
17 contract with you?

18 A In regards ---

19 Q Your understanding.

20 A Sure. So breach of contract I feel is based
21 on, as I mentioned earlier about the academic
22 integrity violation, that was part of my student
23 rights.

24 I had in my evaluation, she clearly says
25 here as a quote, "More than one occasion where this

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1 student was not telling the truth regarding what he
2 had or had not done concerning patient care."

3 Q I agree with you. We're going to come back
4 to that. I just want to make sure I'm understanding
5 the entirety of your claims.

6 A Yes.

7 Q So that's a way that OSU potentially
8 breached contract according to what you're alleging?

9 A That one of the reasons, yes.

10 Q Okay. What are the others?

11 A The other would be that -- the other one was
12 the anesthesia situation virtually.

13 Q Okay.

14 A It was done in a manner that, as you
15 mentioned, it was difficult for everyone, anybody in
16 school or in other schools; that they didn't give the
17 proper learning environment that we could have been
18 given, you know.

19 As I mentioned, different schools did other
20 ways of managing it, as I mentioned, splitting into
21 groups of less people, you know, performing actual
22 anesthesia, like using machines. It's an extremely
23 important rotation and we didn't have the opportunity
24 at all.

25 It was -- the learning, as hard as he did,

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1 you know, no offense to Dr. Di Concetto, great guy,
2 when I spoke to him and everything, but I felt that
3 structurally it just -- it was not -- it was not good.
4 Unfortunately, you know, based on the COVID situation
5 I didn't get the proper learning. And to make matters
6 worse, it also ended early due to a drama that
7 happened.

8 Q Okay. We'll stop there for a minute. I
9 want to talk about all this because I didn't know we
10 were going to go there yet but I'll shift gears a
11 little bit.

12 A Okay. Sure.

13 Q It ended early. I want to start with that.

14 A Yes, it did.

15 Q Tell me how you think that occurred.

16 A Sure. So based on what happened, that day
17 when the incident did happen, there was many
18 complaints and, unfortunately, they were with a mic
19 open and that student didn't understand, and his
20 computer was still there. He was just gone, taking a
21 patient somewhere.

22 So what happened was the mic was on and the
23 person helping him, the student, was complaining very
24 loudly to all of us, to other students, about her
25 frustrations dealing with his technology knowledge,

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1 life is about learning and sometimes
2 learning through our mistakes to make us
3 better people. We appreciate you and all
4 your efforts!"

5 Q And that's from you?

6 A That's from me.

7 "Regards, Jonathan Rivera-Pierola."

8 Q Those are your words?

9 A That's me.

10 Q Will you look at the top and see what date
11 that was sent?

12 A Sure. That was Friday, April 10th, 2020.

13 Q Okay. And the email that it was in response
14 to was sent from Dr. Di Concetto. I believe that it
15 says the date and time that he sent that email below.

16 Can you tell me what that was?

17 A Sure. April 10, 2020.

18 Q So that same day?

19 A Uh-huh.

20 Q About three hours prior?

21 A Yes.

22 Q That's Friday, April 10th?

23 A Yes.

24 Q Okay. We looked earlier at your grade sheet
25 that you received for anesthesia. I think you

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1 probably still have it over there.

2 A Yes, I do.

3 Q Can you tell me the dates that that rotation
4 says that it goes through?

5 A Sure. Here we go. Rotation 16, 3-23-2020
6 to 4-12-2020.

7 Q Okay. So this email was sent on April 10th?

8 A That's correct.

9 Q Two days before the end of the rotation?

10 A Yes.

11 Q So the rotation was being ended --

12 A Two days early.

13 Q -- at 2-17 on Friday before the technical
14 end of the rotation on Sunday, two days later?

15 A Yes.

16 Q Now, didn't you tell me earlier that
17 weekends were not typical rotation days?

18 A That was for community practice.

19 Q Oh. So anesthesia was different?

20 A Yes, it was.

21 Q You met routinely on Saturdays and Sundays
22 not just in emergency situations?

23 A Well, you had to be available for Saturdays
24 and Sundays if there was emergencies to be seen.

25 He could call and say, hey, everyone log in.

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1 Let's look at this emergency. Let's talk about what's
2 going on.

3 Q But it wasn't a standard rotation? It was
4 only in the event an emergency arose?

5 A Yes. Through rounds.

6 Q So the two days of emergency call would not
7 have taken place but Friday morning you took the end
8 of rotation exam; correct?

9 A Yes.

10 Q It was not until later that afternoon that
11 you received the email suggesting that the rotation
12 would end early?

13 A Right. But we were supposed to meet up
14 right after the exam and that never happened, so there
15 was like a break of just like, so what's going on, are
16 we not going to meet up like in the morning. Because
17 it was like -- I think the exam was like 8:00 in the
18 morning and ended at 9:00, one hour.

19 We were supposed to meet up and do our class
20 for that day but it never happened.

21 Q The material that you were tested on would
22 have been concluded before the exam on Friday morning,
23 would it not?

24 A Yes. But there was more -- we still -- it
25 was still a rotation day so we still had to do

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1 activities like either to talk about past cases or to
2 go over cases that you would assign us or to look at
3 patients that were in ICU at the time and talk about
4 their cases with anesthesia.

5 Q So if I'm understanding you correctly, it's
6 your intention to suggest that OSU breached its
7 contract --

8 A Yes.

9 Q -- in one particular instance by ending a
10 rotation a few hours before the afternoon rotation
11 would have taken place?

12 A Few hours before the morning.

13 Q No. It happened -- he canceled it. You
14 took the test that morning.

15 A Right.

16 Q And then he didn't cancel until 2:22 in the
17 afternoon.

18 A Right. But the concern was with the
19 students and I we were supposed to, based on, as I
20 mentioned earlier, the scheduling, that we would meet
21 in the morning for rounds or for whatever you would
22 feel that he wants to talk about and to also meet up
23 and do more in the afternoon as well when we had that
24 little lunch break in between.

25 So we had those two meet ups. The morning

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1 meet up never happened. We just took the exam and
2 then it just ended.

3 We didn't know what was going on because the
4 schedule was, you know, twice meet ups, one in the
5 morning, one in the afternoon after lunch.

6 Q Okay. So perhaps I misstated.

7 A Sure.

8 Q My understanding then is that your argument
9 is that OSU breached its contract with you because
10 during one of its three-week rotations, being
11 anesthesiology, at the end of that third week, Friday,
12 the day of standard rotations, you took your end of
13 rotation exam?

14 A Yes.

15 Q And the instructor elected not to have the
16 rest of the day worth of rotations?

17 A Yes. Based on what he wrote, yes.

18 Q And you believe that's reasonable?

19 A That he ended it early?

20 Q No. You believe it's reasonable to suggest
21 that Oklahoma State University breached its contract
22 with you due to ending a rotation on the day of the
23 final exam?

24 A Yes.

25 Q Okay.

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1 A Absolutely.

2 Q Now, you also suggested that you didn't
3 think that while you understood that Dr. Di Concetto,
4 he tried, you mentioned several times that he tried,
5 he was really trying?

6 A Yeah.

7 Q But you're still suggesting that OSU, if I'm
8 understanding you correctly, breached its contract
9 with you because of changing to virtual learning
10 during the onset of the COVID-19 pandemic?

11 A Yes.

12 Q Okay. And you're saying that now even
13 though in your email you said and you read it into the
14 record just a few minutes ago:

15 "They are really doing their part to keep us
16 safe from this virus and we should honor and
17 appreciate them for doing it."

18 A And the reason ---

19 Q "I know that this virus is touching our
20 lives in very personal ways but we should
21 take this opportunity to learn and to be
22 more patient and understanding and try to
23 put ourselves in others shoes before
24 speaking. I know that every person in this
25 class is grateful for Dr. Di and the school

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1 for this opportunity and I'm sure that
2 nothing was said was with ill will."
3 Was this again another instance in which you
4 sent an email that was not being genuine?

5 A Unfortunately, yes.

6 Q Okay. I just want to make sure.

7 A And the reason why is one of our grades, and
8 when we were talking, all the other students were
9 based on professional conduct is one of our grades.
10 So based on his -- based on his email he sent to us
11 regarding his early termination of the rotation, he
12 mentioned that he was -- "I am disappointed with the
13 negative attitude and comments that I've been
14 displayed by this rotation group."

15 So instead of that one person that the
16 technician overheard and told him that someone was
17 complaining, because that's how he got the
18 information, as he mentioned in his email.

19 So in conclusion, the majority of the rest
20 of the rotation, the students, were very concerned
21 about the professionalism grade and they were worried
22 that they were going to fail or get a worse grade
23 because of it.

24 Q Did they?

25 A I don't know.

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1 an exhibit but I'd to use it to show it to him. I
2 know you've seen this.

3 Are you comfortable with that?

4 MR. BACH: Yes.

5 Q (BY MR. PRATT) I am going to hand you what
6 is marked as Boards235. As I mentioned, I don't at
7 this time intend to enter it as an exhibit. I want
8 you to take a look at it though and tell me what it is
9 and you'll notice I have a blue tab here.

10 I'll probably have to have you hand it back
11 to me so I can tell you what I mean because I only
12 brought one copy of this.

13 A Sure. Okay.

14 Q Do you recognize that document?

15 A I do. This is the Student Handbook.

16 Q From the time that you were there?

17 A Yes. That's correct.

18 Q If you'll turn to the blue tab that I
19 marked.

20 A Okay.

21 Q It should be pretty well lined up with a
22 header.

23 Do you see that?

24 A "Procedure Governing PSC Handling Of D Or F.

25 Grades Earned In One Or More Clinical

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1 Rotations."

2 Q Yes. I think that's pretty
3 self-explanatory. It's telling you what happens for
4 students in clinical rotations who receive a grade of
5 D or F.

6 Does that appear to be correct?

7 A That's correct.

8 Q Okay. Why don't you read for me the first
9 paragraph.

10 A Sure.

17 In many cases, this will be the student's
18 vacation rotation, but if the student's
19 vacation rotation has already passed at the
20 time the student earns a D grade, the
21 remediation will occur during the rotation
22 following the last scheduled rotation of the
23 students fourth year curriculum. In some
24 cases this could result in not receiving a
25 diploma until the end of the semester. The

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1 student will be placed on academic probation
2 for the remainder of his or her professional
3 curriculum."

4 Q Okay. Now, the first portion of that talks
5 a lot about how you will be allowed to remediate that
6 particular rotation; correct?

7 A Correct.

8 Q But that's not until the end of year four
9 which is the year you were still in; correct?

10 A Yes. That's correct.

11 Q So you didn't have an opportunity to
12 remediate?

13 A Unfortunately, no.

14 Q Okay. But moving to the next part, I didn't
15 hear where it said may. I think it said the student
16 will be placed on probation, is that correct, academic
17 probation?

18 A Are you mentioning the second part?

19 Q Yes.

20 A "A student earning a D grade while on
21 academic probation."

22 Q No, no, no. Not in the second part. We'll
23 get into that.

24 In the part that you just read, you read a
25 part ---

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1 A Who is not on academic probation will be
2 allowed to remediate the rotation by
3 repeating the rotation during the next
4 available period in the student's calendar."

5 What was ---

6 MR. BACH: Final sentence.

7 THE WITNESS: Oh. Final sentence.

8 "The student will be placed on academic
9 probation for the remainder of his/her
10 professional curriculum."

11 Q (BY MR. PRATT) Early I think you said some
12 students are, some students aren't but that seem to be
13 pretty mandatory language, wouldn't you agree?

14 A Yes.

15 Q So your first grade of D was in small animal
16 internal medicine; correct?

17 A That's correct. Yes.

18 Q What did not occur pursuant to that
19 condition other than the fact that you were not
20 allowed to remediate at the end of your fourth year,
21 because you did not complete your fourth year? What
22 in that did not occur?

23 Let me ask you this.

24 A Sure.

25 Q Does it appear that OSU followed its policy

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1 with regard to your first D?

2 A Yes.

3 Q Okay. Will you hand that back to me for
4 just one second?

5 A Sure.

6 Q I think I'm going to have you read the next
7 paragraph. Yes.8 Read the next bullet point. I won't need
9 you to read the third one.

10 A Sure.

11 Q So this is the same policy.

12 A The third one?

13 Q Second one.

14 A Second one. Sure.

15 "A student receiving a D grade while on
16 academic probation (including academic
17 probation that carries on over from the
18 third year curriculum), two or more D grades
19 while not on academic probation, or on a F
20 grade while not on academic probation has
21 the option to meet with the PSC of earning a
22 D or F --"23 I wasn't given that option. I believe
24 that's -- that was it. I take that back.

25 "-- while enrolled and taking the next

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1 rotation. The student will have an
2 opportunity to present information to the
3 PSC regarding any mitigating circumstances
4 relative to unsatisfactory performance.
5 Following the meeting, members of the PSC
6 will make a determination and vote as to
7 whether or not to recommend that the student
8 be allowed to remediate the unsatisfactory
9 grades. The PSC may recommend that the
10 student remediate the unsatisfactory grade
11 before continuing in the professional
12 curriculum. If the student is allowed to
13 continue in the professional curriculum,
14 he/she will remain on or be placed on
15 academic probation for the remainder of the
16 professional curriculum. The PSC may
17 recommend dismissal if it is determined
18 there are no sufficient circumstances
19 relative to the unsatisfactory performance."
20 That's it.

21 Q Thank you. I'll leave that there so you can
22 refer to it.

23 A Sure.

24 Q And I understand that there is some level of
25 discretion that is provided to the PSC there and that

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1 you may disagree with the discretion that they
2 utilized?

3 A Yes.

4 Q But did OSU follow its policy with regard to
5 your second grade of D in community practice?

6 A Yes.

7 Q Okay. Thank you. Now, with regard to the
8 anesthesiology D that you received, we've already
9 addressed that, I believe, because it was a unique
10 circumstance because the PSC did decide to go ahead
11 and dismiss with no opportunity to remediate; correct?

12 A Yes.

13 Q Yet Dean Risco overrode that decision
14 pursuant to policy and gave you an additional
15 opportunity; correct?

16 A That's correct.

17 Q And after doing so, he put conditions in
18 place that required you to make a C or better in each
19 of your following rotations for that year?

20 A That's correct.

21 Q And you made a D and were dismissed?

22 A Yes.

23 Q Okay. As part of a breach of contract claim
24 or really kind of any lawsuit but particularly the
25 breach of contract claim, one of the things that you

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1 A That's my understanding as well.

2 Q Here's that word, "Cheating on
3 examinations".

4 A There it is.

5 Q That's pretty clear there?

6 A Yes.

7 Q "Fabricating information," which we're going
8 to come back to because I know this is the one that
9 you've identified as what you're focusing on.

10 A Yes.

11 Q "F. Helping another person cheat." Cheating
12 again.

13 "Unauthorized advance access to
14 examinations," that's giving somebody kind of an edge,
15 and I think you mentioned that you thought that maybe
16 some people in your --

17 A Possibly.

18 Q -- rotation had done that.

19 "H. Altering or destroying the work of
20 others." Okay. That's clearly going toward hurting
21 somebody else's work. And then "Altering academic
22 records."

23 In my opinion, which may matter for nothing
24 but I want to see if you agree, this paints a pretty
25 clear picture of the types of behaviors we're trying

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1 to address.

2 A Mostly.

3 Q In most instances, it appears to be a way of
4 keeping the playing field even; right?

5 A Sure.

6 Q We're not going to let you cheat on an exam
7 when everybody else doesn't get to?

8 A Right.

9 Q We're not going to let you destroy someone
10 else's work because they did the work and you didn't?

11 A Right.

12 Q We're not going to let you claim something
13 is yours that's not, aka plagiarism; we're not going
14 to let you do that?

15 A Right.

16 Q So we're on the same page. Now, if you'll
17 turn to the Academic Integrity Guidelines which were
18 just referenced in the paragraph you read. That is
19 6.01.

20 A Okay.

21 Q I think Page 11 of the policy.

22 A Okay. 6.01?

23 Q Yes.

24 A Sure. Would you like me to read?

25 Q No, not going to have read all of it. It's

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1 too long.

2 A Okay.

3 Q You can thank me later.

4 A Yes.

5 Q Let me ask you the question because we just
6 kind of summarized and talked about all of those
7 things.8 Would you agree that none of the outlined
9 academic integrity violations that we just mentioned
10 and discussed would apply to you in any way, shape or
11 form other than the fact that you've alleged that
12 fabrication of information does apply to you?

13 A That's correct, yes.

14 Q So none of the other ones we even need to
15 worry about because they don't apply?

16 A They don't apply.

17 Q Okay. Then we can skip ahead to E. which is
18 the definition of fabricating information.

19 Would you read that one for us?

20 A Sure.

21 "Fabricating Information: Making up
22 references for a bibliography, falsifying
23 laboratory research data (for example,
24 tampering with experimental data to obtain
25 'desired' results or creating results for

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1 too. An academic integrity violation, that's a big
2 deal?

3 A It is.

4 Q Goes on your transcript?

5 A Yes.

6 Q It's a problem?

7 A Yes.

8 Q But you wish you had been brought up under
9 that standard?

10 A I wish I was given the opportunity to
11 explain my allegations, yes, and to provide my
12 evidence, that's correct.

13 Q You believe that the instructors believing
14 that you were dishonest on a couple of occasions
15 amounts to the fabrication of information which should
16 have resulted in an academic integrity violation,
17 going through the process, and having you come up on
18 an academic integrity violation --

19 A Trial.

20 Q -- trial?

21 A That's correct.

22 Q Okay. I wanted to make sure that I'm
23 understanding that.

24 A Yes.

25 Q Now, you claim that OSU breached its

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1 contract because it did not subject you to a policy.

2 Are you aware of anyone in the particular
3 circumstances that you are that has ever been accused
4 of falsifying information and having violated the
5 academic integrity violation?

6 A At Oklahoma State?

7 Q At Oklahoma State.

8 A No.

9 Q Okay. Now, I want to go back and look. I
10 think it's Exhibit 4 that you've already looked at.

11 A Okay.

12 Q If that's the community practice rotation
13 evaluation.

14 MR. BACH: Can we go off the record for just
15 a second?

16 MR. PRATT: Sure.

17 (Discussion held off the record)

18 Q (BY MR. PRATT) The allegation that we've
19 talked about is that OSU breached its contract because
20 it did not follow its policies.

21 You allege that it should have followed its
22 academic integrity violation policy?

23 A Yes.

24 Q And because it did not, it breached its
25 contract with you?

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1 A That's correct.

2 Q And you base that upon a -- from what I can
3 tell -- singular sentence in this evaluation that
4 says, we've already talked about it:5 "More than one occasion where this student
6 was not telling the truth regarding what he
7 had or had not done concerning patient
8 care."

9 Is that accurate?

10 A Yes.

11 Q Nothing in that sentence says anything about
12 fabricating information, falsifying information,
13 tampering with experimental data to obtain desired
14 results, creating results for experiments that were
15 not done.16 Do you see anything in there, other than
17 what I read, to base your allegation that you should
18 have been subjected to the academic integrity policy?19 A Yes. I do see a few examples. One was with
20 Daphne.

21 THE REPORTER: Daphne?

22 THE WITNESS: The first example is Daphne.

23 It's the name of the dog, D-A-P-H-N-E.

24 She mentioned the interpretation of the
25 laboratory values and the blood work were not accurate

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1 "as you overlooked abnormal findings."

2 Q (BY MR. PRATT) Do you read that as
3 suggesting that you intentionally filed inaccurate
4 results or that you come up with inaccurate results?

5 A I came in with accurate results to her on
6 the second meeting regarding that and she mentioned --
7 she didn't mention that they were inaccurate until the
8 end of this evaluation (indicating).

9 Q Well, this says they're not accurate, not
10 that they were fabricated.

11 A Right. But she didn't use the word
12 fabrication.

13 Q Right. Because "not accurate" means that
14 they were wrong.

15 A She mentioned that they were not what she
16 wanted to hear, that they were skewed or they were not
17 the right answers.

18 Q But no suggestion that you did that
19 intentionally?

20 A Right.

21 Q Just that you got it wrong?

22 A She mentioned that they were overlooked
23 which it means -- when I mention the abnormal findings
24 to her in that second meeting, I mentioned to her
25 those findings, those abnormal findings that she

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1 mentioned here, the liver enzymes and the proteinuria.
2 But in this case regarding -- she mentioned that they
3 were not accurate. They were -- like as if I
4 didn't -- like I just fabricated it. Like I
5 didn't ---

6 Q No, that is not what that says.

7 A But she's mentioning that they're not --
8 they were overlooked.

9 Q They're wrong. They're not accurate.
10 They're wrong. That to me is an example of the
11 constructive criticism that we've been talking about
12 throughout the day.

13 A The constructive criticisms were actually
14 allegations.

15 Q Okay. Let's move on. That was your example
16 of fabrication of information?

17 A Right.

18 Q Anything else?

19 A The big one was that she said:
20 "More than one occasion where this student
21 was not telling the truth regarding what he
22 had or had not done concerning patient
23 care."

24 Q We talked about that.

25 Nothing in there says you fabricated any

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1 information? It just indicates that she didn't
2 believe that you were being honest?

3 A That's correct.

4 Q Okay. Now, that is one of what I think
5 earlier -- and it was interesting because you read
6 through the list of bullet point items that she says
7 you are not passing "because I believe you are unable
8 to successfully:"

9 A Sorry. Say that again. Sorry.

10 Q Earlier you inserted numbers 1 through 8 in
11 a series of bullet points that says:

12 "Therefore, I am not passing you because I
13 believe you are unable to successfully: and
14 then it says: Effectively communicate
15 information to the supervising doctor."

16 A Yes, I do see that.

17 Q Anything about that that would be an
18 academic integrity violation?

19 A No.

20 Q "Perform a physical and accurately identify
21 abnormalities and communicate these to the
22 clients and supervising doctor."

23 Anything about that that would be an
24 academic integrity violation?

25 A Yes. I feel like that's partially could be

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1

J U R A T

2

STATE OF _____)
3)) SS:
COUNTY OF _____)
4)

5 I, JONATHAN RIVERA-PIEROLA, do hereby state
6 under oath that I have read the above and foregoing
7 deposition in its entirety and that the same is a
8 full, true and correct transcription of my testimony
9 so given at said time and place, except for the
10 corrections noted.

11

12 CORRECTIONS ATTACHED13 NO CORRECTIONS

14

15 _____
16

17 Subscribed and sworn to before me, a Notary
18 Public in and for the State of _____ by
19 said witness, JONATHAN RIVERA-PIEROLA, on this, the
20 _____ day of _____, 2023.

21

22 _____
23 Notary Public in and for the State of
24 _____

25

My Commission Expires: _____

JONATHAN RIVERA-PIEROLA
4/26/2023

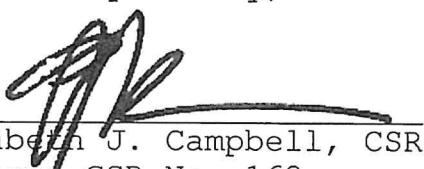
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1 C E R T I F I C A T E

2 STATE OF OKLAHOMA)
3) SS:
4 COUNTY OF OKLAHOMA)

5 I, ELIZABETH J. CAMPBELL, a certified
6 shorthand reporter within and for the State of
7 Oklahoma, certify that JONATHAN RIVERA-PIEROLA was
8 by me sworn to testify the truth; that the
9 deposition was taken by me in stenotype and
10 thereafter transcribed by computer and is a true and
11 correct transcript of the testimony of the witness;
12 that the deposition was taken on April 26, 2023, at
13 9:58 a.m., at the offices of InstaScript, Oklahoma
14 City, Oklahoma; that I am not an attorney for or a
15 relative of any party, or otherwise interested in
16 this action.

17 Witness my hand and seal of office on this
18 the 1st day of May, 2023.

19 
Elizabeth J. Campbell, CSR
20 Oklahoma CSR No. 162
21 Expires December 31, 2023



22 
Elizabeth Campbell
23 State of Oklahoma
Certified Shorthand Reporter
24 CSR #162

25 My Certificate Expires: DEC 31 2023

instaScript (405) 605-6880
schedule@instascript.net

Exhibit 1 (Excerpts)



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schedule@instascript.net
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Fax: (405) 605-6881

June 07, 2023

Clinton W. Pratt
Oklahoma State University, Deputy General Counsel
Student Union, Fifth Floor
Stillwater, OK 74078

Re: Deposition of **Jonathan Rivera-Pierola**
4/26/2023
Rivera-Pierola v. OSU Board of Regents, et al

Dear Mr. Pratt:

Attached please find the sealed original transcript in the above-referenced matter.
No jurat and/or errata page was returned to our office within the 30-day time period dictated by statute.

Please contact us with any questions or concerns regarding the above matter.

Sincerely,

instaScript, LLC

No. 16602
Enclosure

cc: Jason J. Bach

RECEIVED
JUN 08 2023
Legal Counsel